

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant FitzGibbon Media, Inc., 2108 Military Road, Arlington, Virginia 22207	2. Registration No. <div style="font-size: 2em; text-align: center;">6299</div>
3. Name of Foreign Principal Embassy of the Bolivarian Republic of Venezuela	4. Principal Address of Foreign Principal 1099 30th Street NW Washington, DC 20007
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Embassy of the Bolivarian Republic of Venezuela in the U.S. b) Name and title of official with whom registrant deals Maximilien Arvelaiz, Charge d'Affairs	
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim	

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 12, 2015	Alexander B. Thomson, Senior Vice President	/s/ Alexander B. Thomson eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

FitzGibbon Media, Inc.

2. Registration No.

6299

3. Name of Foreign Principal

Embassy of the Bolivarian Republic of Venezuela

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide public relations strategy and media relations services to the Embassy of the Bolivarian Republic of Venezuela per the terms of the attached contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide public relations strategy and media relations services to the Embassy of the Bolivarian Republic of Venezuela per the terms of the attached contract.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 12, 2015	Alexander B. Thomson, Senior Vice President	/s/ Alexander B. Thomson eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

FitzGibbon Media, Inc.

May 22, 2015

Maximilien Arvelaiz
Embassy of the Bolivarian Republic of Venezuela

Dear Mr. Arvelaiz,

This letter will serve as our agreement ("Agreement") for public relations strategy and media relations services which FitzGibbon Media, Inc. ("FitzGibbon", "Us", or "We") will provide to the Embassy of the Bolivarian Republic of Venezuela, ("Client" or "You") beginning June 1, 2015 and ending November 30, 2015, (6 months).

FitzGibbon agrees to provide public relations strategy and media relations services.

For this work FitzGibbon will charge a fee of \$25,000, per month, plus expenses. Payment of two months fee (\$50,000) will be due on June 1, and each additional monthly fee of \$25,000 will be payable on the 1st of each month (July, August, September & October) thereafter through October, 2015. Client must approve any additional work in advance. Client agrees that FitzGibbon will not perform any additional work not covered by the agreed upon fee without additional compensation.

FitzGibbon will perform these services in accordance with the following terms:

A. COORDINATION OF SERVICES

FitzGibbon will not undertake any major activities or make any commitments on Client's behalf without Client's approval. Client will appoint an individual to serve as the primary contact with respect to this Agreement and will grant that individual the authority to act on behalf of Client with respect to matters pertaining to this Agreement. Client will respond promptly to FitzGibbon's requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for FitzGibbon to perform services in accordance with the requirements of this Agreement. Client will ensure that all information provided to FitzGibbon is accurate and complete and FitzGibbon will rely on such information without making any independent confirmation.

B. EXPENSE REIMBURSEMENT AND INVOICING

1. FitzGibbon will charge for out-of-pocket expenses. For major expenses like travel, graphic design, printing, production, room or equipment rentals, etc., in excess of \$500.00, we will seek your advance approval and provide an itemized bill. Routine expenses like courier services, local travel, etc. will also be billed to you, without prior approval. Due to our vendors' billing cycles, you may receive a final invoice from FitzGibbon for third-party expenses up to ninety (90) days after the work has been completed.
2. Fee and expense invoices will be submitted, which Client agrees to pay upon receipt in accordance with the dates listed above. If payment for fees is not received within 10 days and payments for expenses are not received within 30 days of the due date, FitzGibbon may assess a finance charge of 1.5 percent per month on the unpaid balance. FitzGibbon reserves the right to terminate our services hereunder at anytime your account is overdue. In the event FitzGibbon incurs costs, disbursement and/or fees in an effort to collect our invoices, you agree to reimburse us for these expenses, including reasonable legal fees.
3. FitzGibbon encourages you to review each of our invoices. If FitzGibbon does not hear from you promptly after an invoice has been mailed, the charges will be deemed accepted by Client.

2108 Military Road, Arlington, VA 22207

C. INDEMNIFICATION

1. Client agrees to defend, indemnify and hold harmless FitzGibbon (including its affiliates, directors, officers, partners, employees, vendors, subcontractors, attorneys and agents) from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of a party's attorneys) (collectively, "Losses") it suffers caused by, arising from, or related to this Agreement, so long as such Losses were not caused by the gross negligence or willful misconduct of FitzGibbon and FitzGibbon shall indemnify Client from any such Losses it suffers that are caused by the gross negligence or willful misconduct of FitzGibbon.
2. Client further agrees to defend, indemnify and hold FitzGibbon harmless from any action against Us arising out of any verbal representation, press releases or other written materials made or produced on behalf of Client, provided FitzGibbon has obtained Client's prior approval.
3. FitzGibbon agrees to defend, indemnify and hold Client harmless from any action against Client arising out of any verbal representations, press releases or other written materials made or produced on behalf of Client, which are released without the prior approval of Client.
4. Neither party shall be liable under this Agreement for any lost profits, diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise.
5. Notwithstanding any of the foregoing, in no event shall FitzGibbon's aggregate liability arising out of or related to this Agreement exceed the aggregate amount of fees paid or payable to FitzGibbon pursuant to this Agreement during the 12 month period preceding the event giving rise to the claim.

D. CONFIDENTIALITY

FitzGibbon agrees that it will not, during the period of its engagement hereunder or at any time after the date of termination or expiration of this Agreement, except with the express prior written consent of the Client, disclose, communicate or divulge to any person other than the Client, its affiliates, and their employees, officers, and agents any proprietary or confidential information pertaining to the Client's business or the Client (the "Confidential Information"). The restriction contained in the preceding sentence shall not apply to any information that: (i) is a matter of public knowledge on the date of this Agreement; (ii) becomes a matter of public knowledge after the date of this Agreement from another source which is under no obligation of confidentiality to the Client; or, (iii) is required by law to be disclosed.

E. GENERAL PROVISIONS

1. Client and FitzGibbon agree that for purposes of this Agreement, FitzGibbon is an independent contractor and nothing set forth herein shall be construed as creating any employment, partnership, joint venture or similar relationship between parties.
2. This Agreement shall not be modified or amended except by a written document executed by the parties to this Agreement. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.
3. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.
4. This Agreement may be executed in two counterparts and by electronic signature format, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
5. The provisions of this Agreement, which by their nature should apply beyond the term of this Agreement, will remain in force after any termination or expiration of this Agreement including, but not limited to, the provisions relating to Indemnification, Confidentiality, and General Provisions.

FitzGibbon Media, Inc. 2103 Military Road, Arlington, VA 22207

6. In addition to FitzGibbon's right to terminate services in accordance with Section 9.2. above, this Agreement may be terminated by either party for any reason or no reason, upon 30 days written notice to the other party, with termination effective on the 30th day after such notice has been given, unless another date of termination is mutually agreed upon by both parties. In the event of such early termination, Client shall pay the compensation due to FitzGibbon in respect of the period prior to the date of termination that has not then been paid in advance on a daily pro rata basis promptly after the date of notice of termination.
7. This Agreement shall be governed by the laws of the District of Columbia, without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts located in the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

If this Agreement is acceptable, please return one signed copy to me. We look forward to working with you.


Douglas Gordon
FitzGibbon Media, Inc.

6/8/15
Date

Agreed to and Accepted:


Embassy of the Bolivarian Republic of Venezuela

6/8/15
Date

FitzGibbon Media, Inc. 2108 Military Road, Arlington, VA 22207